

RETURN DATE: SEPTEMBER 22, 2020

SUPERIOR COURT

DIANNA PIAZZA

J.D. OF ANSONIA/MILFORD

V.

AT MILFORD

JOHN GALLAGHER and
BEATRIZ GALLAGHER

AUGUST 7, 2020

COMPLAINT

FIRST COUNT- INJUNCTION

1. The plaintiff, Dianna Piazza (the "Plaintiff") is an individual residing at 67 Chamberlain Drive, Shelton, Connecticut (the "Property").
2. The defendants, John Gallagher and Beatriz Gallagher (collectively the "Defendants") are individuals residing at 71 Chamberlain Drive, Shelton, Connecticut ("71 Chamberlain").
3. The Defendants own, control and/or are otherwise responsible for maintaining 71 Chamberlain.
4. Prior to September of 2018, the Defendants had installed or continued to make use of a storm water drainage pipe (the "Pipe") located underneath the driveway of the Defendants' 71 Chamberlain residence.

5. In September of 2018, storm water runoff entered the Property (the "2018 Incident").

6. The 2018 Incident was the result of the Pipe's inability to properly facilitate the flow of storm water runoff in one or more of the following ways:

- a. the Pipe's diameter was inadequate for purposes of handling the flow of storm water runoff;
- b. the Pipe did not have a uniform diameter, thereby resulting in clogging and disruption of the flow of storm water runoff; and
- c. the Pipe was installed in such a manner that prevented it from receiving significant portions of the storm water runoff, thus causing storm water to disburse onto 71 Chamberlain and surrounding parcels including the Property rather than into the Pipe.

7. The storm water runoff that entered the Property as a result of the 2018 Incident unreasonably interfered with the Plaintiff's use of the Property in one or more of the following ways:

- a. it caused damage to and prevented the use of the Plaintiff's driveway and an adjacent concrete walkway;

- b. eroded a portion of the Property and altered the grading throughout the Property;
- c. it displaced rocks, landscaping and outdoor furniture throughout the Property;
- d. it changed the groundwater table resulting in recurrent sinkholes on the Property adjacent to the Plaintiff's driveway;
- e. the resultant sinkholes damaged the pole lights lining the Plaintiff's driveway causing them to cease functioning; and
- f. it caused damage to the Plaintiff's motor vehicle.

8. In December of 2019, storm water runoff again entered the Property (the "2019 Incident").

9. The 2019 Incident was the result of the Pipe's inability to properly facilitate the flow of storm water runoff in one or more of the following ways:

- a. the Pipe's diameter was inadequate for purposes of handling the flow of storm water runoff;
- b. the Pipe did not have a uniform diameter, thereby resulting in clogging and disruption of the flow of storm water runoff; and

c. the Pipe was installed in such a manner that prevented it from receiving significant portions of the storm water runoff, thus causing storm water to disburse onto 71 Chamberlain and surrounding parcels including the Property rather than into the Pipe.

10. The storm water runoff that entered the Property as a result of the 2019 Incident unreasonably interfered with the Plaintiff's use of the Property in one or more of the following ways:

- a. it caused damage to and prevented the use of the Plaintiff's driveway and adjacent concrete walkway;
- b. eroded a portion of the Property and altered the grading throughout the Property;
- c. it displaced rocks, landscaping and outdoor furniture throughout the Property;
- d. it changed the groundwater table resulting in recurrent sinkholes on the Property;
- e. the resultant sinkholes damaged the pole lights lining the Plaintiff's driveway causing them to cease functioning; and
- f. it caused damage to the Plaintiff's motor vehicle.

11. Unless the Pipe is replaced with a pipe that is properly designed and installed to prevent diverting storm water runoff onto the Property, the Plaintiff will suffer irreparable harm.

12. The Plaintiff has no adequate remedy at law to prevent or otherwise remediate the above-described interference.

SECOND COUNT- NUSIANCE

1-10. Paragraphs One through Ten of the First Count are restated as though fully contained herein.

11. As a result of the above-described interference with the Plaintiff's use and enjoyment of the Property, the Plaintiff has been damaged.

12. The Defendants knew or should have known that failing, neglecting, or otherwise refusing to remediate the condition on their property after the 2018 Incident would lead to future damage to the Plaintiff's Property.

13. The Defendants' failed, neglected, or otherwise refused to remediate the condition on 71 Chamberlain with a reckless indifference to the rights of the Plaintiff.

THIRD COUNT- NEGLIGENCE

1-6. Paragraphs One through Five and Paragraph Eight of the First Count are restated as though fully contained herein.

7. The Defendants have a duty to keep and maintain their 71 Chamberlain residence in a manner that will not result in damage to surrounding properties.

8. The Defendants have breached the above-described duty in one or more of the following ways:

- a. the Defendants failed, neglected or otherwise refused to repair or replace the Pipe;
- b. the Defendants failed, neglected, or otherwise refused to conduct regular inspections of the Pipe to ensure that it is free and clear of debris; and
- c. the Defendants failed, neglected, or otherwise refused to adequately landscape the area of 71 Chamberlain that surrounds the Pipe, thus allowing debris to enter the Pipe and prevent proper drainage of storm water runoff.

9. The 2018 Incident was a further result of the Defendants' breach of their duty to keep and maintain 71 Chamberlin in a manner that would not result in damage to the surrounding properties.

10. The Defendants knew or should have known that their breach would result in harm to the Plaintiff.

11. The Defendants' breach of the above described duty has resulted in severe damage to the Plaintiff's Property in one or more of the following ways:

- a. it caused damage to and prevented the use of the Plaintiff's driveway and an adjacent concrete walkway;
- b. eroded a portion of the Property and altered the grading throughout the Property;
- c. it displaced rocks, landscaping and outdoor furniture throughout the Property;
- d. it changed the groundwater table resulting in recurrent sinkholes on the Property adjacent to the Plaintiff's driveway;
- e. the resultant sinkholes damaged the pole lights lining the Plaintiff's driveway causing them to cease functioning; and
- f. it caused damage to the Plaintiff's motor vehicle.

12. The 2019 Incident was a further result of the Defendants' breach of their duty to keep and maintain 71 Chamberlin in a manner that would not result in damage to the surrounding properties.

13. The Defendants knew or should have known that their breach of the above described duty would result in harm to the Plaintiff.

14. The Defendants' breach of the above described duty has resulted in severe damage to the Plaintiff's Property in one or more of the following ways:
- a. it caused damage to and prevented the use of the Plaintiff's driveway and an adjacent concrete walkway;
 - b. eroded a portion of the Property and altered the grading throughout the Property;
 - c. it displaced rocks, landscaping and outdoor furniture throughout the Property;
 - d. it changed the groundwater table resulting in recurrent sinkholes on the Property adjacent to the Plaintiff's driveway;
 - e. the resultant sinkholes damaged the pole lights lining the Plaintiff's driveway causing them to cease functioning; and
 - f. it caused damage to the Plaintiff's motor vehicle.

WHEREFORE, the Plaintiff claims:

With respect to the First Count:

1. An injunction ordering the Defendants to replace the Pipe with a Pipe that is 48 inches in diameter throughout; and

With respect to the Second Count:

1. Money damages;
2. Punitive damages;
3. Post-judgment interest at the maximum rate allowable by law; and
4. Such other further and different relief that this Court may deem just and equitable.

With respect to the Third Count:

1. Money damages;
2. Post-judgment interest at the maximum rate allowable by law; and
3. Such other further and different relief that this Court may deem just and equitable.

THE PLAINTIFF

By: 

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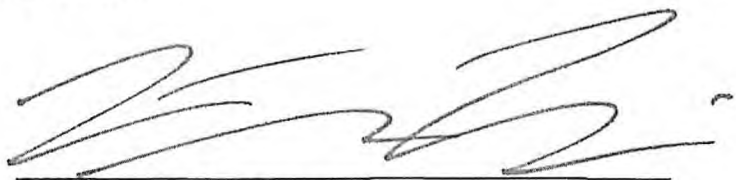
AUGUST 7, 2020

STATEMENT RE: AMOUNT IN DEMAND

This is to certify that the amount, legal interest or property in demand is more than
Fifteen Thousand (\$15,000.00) Dollars, exclusive of interest and costs.

THE PLAINTIFF

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